



ALLIED GRAPE GROWERS MEMBERSHIP AGREEMENT

INITIAL CROP YEAR _____

Undersigned (“Grower”) hereby applies for, or reaffirms membership in, Allied Grape Growers (“Association”), an incorporated cooperative marketing association, and **hereby agrees to be bound by the By-Laws, Articles of Incorporation and rules & regulations of the Association. Receipt of a copy of the By-Laws as they now exist is hereby acknowledged, and Grower agrees to be further bound by subsequent revisions to the By-Laws as approved by the Board of Directors**, so long as Grower remains a member of the Association. Grower agrees to deliver annually, for the account of the Association in accordance with the By-Laws, the entire production of grapes from the acres of the variety(s) grown on vineyard parcels herein designated:

Total Est.

| Acres: | Tons: | Variety: | Physical Location/Description: | S, T, R: | APN #: |
|--------|-------|----------|--------------------------------|----------|--------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

Grower’s membership in the Association and obligation to deliver annually the aforesaid grapes shall be as follows:

- a) Membership and grape delivery obligation shall be continuous beginning on the date this Agreement is signed by an appropriate representative of the Association as hereinafter provided (herein “Acceptance Date”).
- b) Grower may terminate membership in the Association only by written notice of withdrawal delivered to the Association, as prescribed by the By-Laws, in the month of January before each third consecutive season of grape deliveries covered under this agreement, after the Acceptance Date, during the continuous membership term. Such termination shall be effective on December 31st following the written notice of withdrawal. If notice of withdrawal is not served, or is served in a manner inconsistent with the manner prescribed herein, the membership will be continuous and self-renewing.

Nothing herein contained shall prevent the Association from terminating Grower’s membership in accordance with the By-Laws, and if any of the above membership termination provisions conflict with the terms and conditions of the By-Laws, the By-Laws shall prevail.

Grower may sign multiple Membership Agreements with Association having multiple Membership Agreement Numbers. If a Grower signs a Membership Agreement having the same Membership Agreement Number as a previously executed Agreement, then the latter Membership Agreement shall revoke and supercede the former Membership Agreement.

Notification is hereby given to Grower that the Association has adopted By-Law provision 12.18 dealing with the tax treatment of distributions. Grower hereby consents, during membership hereunder, to take into account as provided in 26 U.S.C. Section 1385(a) all written notices of allocation as defined in 26 U.S.C. Section 1388(b).

Under penalties of perjury, I certify:

- (1) that the number shown on this form is my correct taxpayer identification number.
- (2) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Grower guarantees and warrants that any and all grape deliveries hereinafter made for the account of Allied Grape Growers neither are nor on the date of delivery shall be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and are not an article that may not, under the provisions of Section 301(d), 404, 405 or 505 of said Act, be introduced into interstate commerce. In addition, Grower hereby certifies that no illegal material has been or will be used, and no amounts applied in excess of stated limits for legal materials, on the grapes herein identified.

Notices: _____

Dated: _____

Account Name: _____

Payee Name _____
(if different): _____

Payee SS# or Taxpayer ID#: _____

Address: _____

Contact (Home): _____ **(Cell):** _____

(Office): _____ **(Fax):** _____

Signatures:

Grower(s): _____

This document is an application for membership and becomes a binding agreement upon signature by appropriate representatives of the Association (President and Member of the Board). Agreement will cease to be binding upon Grower if not signed by appropriate representatives of the Association within 30 days of the date of this Membership Agreement shown above.

Allied Grape Growers:

President: _____

Director: _____

Acceptance Date: _____

Membership Agreement #: _____ - _____